

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MAIN STREET MERCHANT SERVICES INC.,

*Plaintiff,*

—against—

HEYBURN, LLC, FRANCIS STREET INVESTORS,  
LLC, LITTLE TACOMA CONSTRUCTION, LLC and  
PETER M. PERRIN,

*Defendants.*

25 Civ. 2904

**NOTICE OF REMOVAL**

**PLEASE TAKE NOTICE THAT**, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants HEYBURN, LLC, LITTLE TACOMA CONSTRUCTION, LLC and PETER M. PERRIN (collectively, “Represented Defendants”), by and through their attorneys, Kasell Law Firm, hereby remove this action to the United States District Court for the Eastern District of New York.

Defendants respectfully state the following grounds for removing this action:

1. Heyburn, LLC, Little Tacoma Construction, LLC and Peter M. Perrin are defendants in a civil action entitled *Main Street Merchant Services Inc. v. Heyburn, LLC et al.*, (“State Court Action”) filed by MAIN STREET MERCHANT SERVICES INC. (“Plaintiff”) under Index Number No. 514081/2025 in Kings County Supreme Court. Plaintiff has stated that its principal place of business is 360 Motor Parkway, Suite 200B, Hauppauge, NY 11788. Upon information and belief, all members of MAIN STREET MERCHANT SERVICES INC. are citizens of state of New York.

2. Represented Defendants are all citizens of the state of Oregon. In particular, Heyburn, LLC and Little Tacoma Construction, LLC are limited liability companies formed under

the laws of the state of Oregon, with a principal place of business in Oregon at 305 Southeast 3rd Avenue, Suite 304, Portland, OR 97214.

3. Heyburn, LLC, is owned by another LLC, which is formed under the laws of the state of Oregon with a principal place of business in Oregon at 305 Southeast 3rd Avenue, Suite 304, Portland, OR 97214, and has as its sole member Peter Perrin.

4. Little Tacoma Construction, LLC has as its sole member Peter Perrin.

5. Peter Perrin is a citizen of the state of Oregon, residing in Portland, Oregon.

6. Upon information and belief, Francis Street Investors LLC is a limited liability company formed under the laws of Oregon, who has two members that are citizens of California.

7. Plaintiff initiated the action in the State Court on April 28, 2025. See Main St. *See Merchant Servs. Inc. v. Heyburn LLC et al.*, No. 514081/2025 (N.Y. Sup. Ct. Kings Cty. 2025).

8. Plaintiff seeks damages on a breach of contract and breach of personal guaranty on a Merchant Cash Advance (“MCA”) Agreement (the “Agreement”) in the amount of \$69,266.59 plus interest, costs, disbursements, and attorney’s fees.

9. On information and belief, this Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1332 because the amount in controversy exceeds \$75,000.00 when accounting for the interest, costs, disbursements, default fees, and attorney’s fees that Plaintiff is seeking alongside its damages.

10. Pursuant to 28 U.S.C. § 1446(b)(1), this removal of the action is within 30 days after the receipt of the summons and complaint by the Represented Defendants and therefore timely.

11. Pursuant to 28 U.S.C. § 1446(d), Represented Defendants will promptly give written notice of the removal to federal court of the State Court Action to Plaintiff.

12. Defendants will send this Notice of Removal to Plaintiff's counsel of record and will file a copy of this Notice of Removal with the clerk of the state court in which the State Court Action is pending.

13. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, a jury trial is demanded on all issues so triable.

**WHEREFORE**, Represented Defendants request that this civil action be removed from Kings County Supreme Court to the United States District Court for the Eastern District of New York.

Dated: May 24, 2025  
Long Island City, NY

/s/ David Kasell

David Kasell, Esq.

**Kasell Law Firm**

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*Attorneys for Represented*

*Defendants*